

PURCHASE ORDER

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Notes :

- AED = UAE Dirham
- Please note vendor is not allowed to use FAB's TRN without written permission from FAB.
- For physical delivery of assets to FAB Location the invoice should be submitted within 14 days along with item wise details, Unit cost & Serial Numbers.
- Please note FAB HO acts as a payment intermediary for the international branches, invoice must be addressed to the international entity in Ship To.

FAB has a strong fraud risk management framework and a zero-tolerance approach to unethical conduct. As such, we encourage all of our partners to report concerns about suspected fraud or misconduct. You can report any suspected fraud, bribery, corruption or other forms of misconduct at whistleblower@bankfab.com or +971-2-6262523. FAB has a strong grievance redressal mechanism, which ensures a thorough and confidential investigation of any concerns raised through our whistleblower email address or helpline. For further information, please contact us at fraudreferral@bankfab.com

PURCHASE ORDER TERMS & CONDITIONS

Together with the purchase order ("PO") these terms and conditions ("Terms") form the agreement ("Agreement") in relation to the subject matter ("Goods and/or Services") of the PO between First Abu Dhabi Bank PJSC ("FAB") and the person or firm from whom FAB is purchasing the Goods and/or Services (the "Supplier") (each a "Party" and together the "Parties"). THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 Except where the context otherwise requires, the following terms shall have the following meanings:

"Business Day" means any day on which banks are open for general business in the Emirate of Abu Dhabi. "Confidential Information" means any information which is disclosed or otherwise comes into either Party's possession directly or indirectly as a result of this Agreement and which is of a confidential nature including, without limitation, any business, employee or customer information, any technical or commercial know-how, data, any information relating to FAB and any entity it controls, or is controlled by, and the existence and terms of this Agreement but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by either Party; or
 - (b) is identified in writing at the time of delivery as non confidential by the disclosing Party; or
 - (c) is known by the recipient Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by the recipient Party after that date, from a source which is, as far as the recipient Party is aware, unconnected with the other Party and has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- "Goods" means the goods (or any part of them) set out in the PO.

"Services" means the services (or any part of them) set out in the PO.

"Specifications" means any specification for the Goods and/or Services that is agreed in writing by FAB and the Supplier.

"VAT" means value added tax chargeable in the United Arab Emirates in relation to the Goods and/or Services.

2. GENERAL

2.1 The PO shall be deemed to be accepted by the Supplier on the earlier of:

(a) the Supplier issuing a written acceptance of the PO; or (b) the Supplier doing any act consistent with fulfilling the PO, at which point this Agreement shall come into existence.

2.2 These Terms apply to this Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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In the case of any conflict between these Terms and those of the Supplier, these Terms shall prevail.

2.3 These Terms will apply unless FAB specifies different terms and conditions in its tender documentation or some other contract is, or has been, entered into and executed by an authorized signatory of each Party. If different terms and conditions are specified by FAB, those terms and conditions will take precedence over the Terms.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

3. PRICES

3.1 The price to be paid for the Goods and/or Services are fixed and include all other charges, expenses, duties, packing, delivery and any other costs or taxes incurred by the Supplier save for any applicable VAT. No variation of such prices shall be effective unless agreed in writing between the Supplier and FAB.

3.2 FAB shall have no responsibility to pay for Goods and/or Services not delivered and/or performed, or for Goods and/or Services delivered and/or performed but not conforming to the agreed Specifications.

4. INVOICES, PAYMENTS AND SET-OFF

4.1 Unless otherwise stated, payment shall be made within thirty (30) Business Days following receipt of a valid and correct invoice.

4.2 The Supplier shall invoice FAB following the delivery of the Goods and/or performance of the Services.

4.3 The Supplier shall ensure that each invoice includes the date of the purchase of the Goods or the provision of the Services, the invoice number, FAB's PO number (if any), the Supplier's VAT registration number (if any) and any supporting documents that FAB may reasonably require. The Supplier shall issue the invoice by uploading it via FAB's supplier portal link. The Supplier shall email SRM@bankfab.com_for login credential or access related issues of the supplier portal. The Supplier shall email invoice@bankfab.com for any invoice related queries. The supplier portal will be closed every 25th of the month, where the Supplier may resume uploading invoices from 1st of the subsequent month. A separate invoice must be issued for each PO. FAB shall not be held responsible for delays in payment caused by the Supplier's failure to comply with these instructions. The Supplier agrees to accept payment by bank transfer. FAB shall have the right, at any time, to set-off any amount owing by the Supplier to FAB against any amount due and owing to the Supplier resulting from this Agreement.

5. SUPPLY OF GOODS

5.1 The Supplier shall ensure that the Goods shall: (a) correspond with their description and any applicable Specification;

(b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by FAB expressly or by implication, and in this respect, FAB relies on the Supplier's skill and judgment;

(c) where they are manufactured products be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory

5.2 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

5.3 FAB may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement.

5.4 If following such inspection or testing FAB considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 5.1, FAB shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

5.5 FAB may conduct further inspections and tests after the Supplier has carried out its remedial actions.

6. SUPPLY OF SERVICES

6.1 The Supplier shall:

(a) co-operate with FAB in all matters relating to the Services and comply with all reasonable instructions from FAB;

(b) perform the Services with the best care, skill and diligence in accordance with the best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;

(d) ensure that the Services will conform with all descriptions and Specifications set-out in the PO;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; and

(f) use the best quality goods, materials, standards and techniques and ensure that the Services and all Goods and materials supplied and used in the Services or transferred to FAB will be free from defects.

7. PACKAGING, MARKING AND LABELLING

7.1 The Supplier shall package, mark and label the Goods before delivery to FAB in accordance with any Specification for packaging, marking or labelling set-out in the PO or in a manner reasonably expected of the Supplier having regard to the nature of the Goods and the purpose for which the Goods are reasonably intended by FAB

8. DELIVERY AND/OR PERFORMANCE

8.1 The Supplier shall deliver the Goods and/or perform the Services to FAB at the place of delivery and/or performance and on the delivery and/or performance date set out in the PO during usual FAB business hours, unless previously agreed.

8.2 The Supplier is solely responsible for safely unloading all Goods at the place of delivery set out in the PO.

8.3 If the Supplier reasonably believes that the Goods and/or Services (or part thereof) will not be delivered and/or performed on the delivery date, the Supplier shall promptly inform FAB of that fact and shall specify the reasons(s) for the delay and the expected revised date of delivery and/or performance. FAB may at its absolute discretion:

(a) extend the time for delivery of the Goods and/or performance of the Services;

(b) refuse to take delivery of the Goods and/or accept performance of the Services; or
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(c) cancel the delivery of such Goods and/or performance of the Services without liability to FAB.
3.4 FAB may at any time and for any reason extend the time for completion of the delivery of the Goods and/or performance of the Services, provided prior written notice is given to the Supplier.

9. TITLE AND RISK

9.1 Title and risk in the Goods and/or Services shall pass to FAB on completion of delivery.

9.2 Any loss or expense resulting from damage to, or caused by, the Goods and/or Services occurring prior to the acceptance by FAB of delivery or performance shall be the sole responsibility of the Supplier and the Supplier shall fully indemnify FAB to the full value of any such loss or expense.

9.3 The Supplier shall, use all reasonable endeavors to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including executing any documents necessary to perfect and protect FAB's ownership in all intellectual property in the Goods and/or Services.

10. WARRANTIES

10.1 The Supplier represents, warrants and undertakes to FAB that:

(a) it has been duly incorporated, organized and/or established and is validly existing under the laws of the jurisdiction of its incorporation, organization or establishment (as the case may be);

(b) it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;

(c) each person that it uses to deliver the Goods and/or provide the Services has the appropriate visas or permits that allow them to work on-site in FAB in accordance with the immigration and labor laws of the United Arab Emirates;

(d) it shall maintain all applicable licenses, consents and permissions necessary to perform its obligations under this Agreement;

(e) use or possession by FAB of the Goods shall not subject FAB to any claim for infringement of any intellectual property rights of any third party;

(f) it has adequate expertise, staffing and other resources necessary to meet its obligations under this Agreement; (g)

all Goods and/or Services covered by this Agreement shall be free from defects and are in conformity with the descriptions and Specifications relating to the Goods and/or Services agreed between the Parties;

(h) the Goods and/or Services provided hereunder are of a merchantable quality and fit for the purpose intended; (i) the Goods and/or Services shipped comply with all governmental laws, regulations and orders in force; (j) that all Goods and/or Services are free from any liens or encumbrances; and

(k) that neither the Goods nor the Services shall infringe upon any third party's intellectual property rights 10.2 Notwithstanding any prior payment or acceptance, and in addition to the other remedies it may have, FAB may at its option reject Goods and/or Services not in conformity with the foregoing warranties or correct the defect or require correction by the Supplier, all at the Supplier's expense.

11. INDEMNITY

11.1 The Supplier shall keep FAB indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by FAB as a result of or in connection with

(a) any claim made against FAB for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against FAB by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against FAB by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors

11.2 This Clause 11 shall survive termination of this Agreement.

12. INSURANCE

12.1 During the term of this Agreement and for a period of a minimum of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, all types of insurance that are required by law and that are applicable to the Goods / Services being delivered and/or being provided, including but not limited to professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement, and the Supplier shall, on FAB's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance

13. FORCE MAJEURE

13.1 Notwithstanding anything contained in these Terms neither FAB nor the Supplier shall be liable for any loss, damage or expense or expense suffered or incurred by the other Party if by reasons of fire, accident, wars, or any restrictions or prohibitions imposed by the government of any duly authorized authority which could not reasonably have been prevented or avoided by FAB or the Supplier as the case may be, either:

(a) FAB is prevented from or delayed in accepting delivery of any Goods and/or performance of any Services, or any part thereof, or in paying for same or any part thereof at the due time; or

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(b) the Supplier is prevented from or delayed in the delivery of any Goods and/or performance of any Services ordered by FAB.

14. CONFIDENTIALITY

14.1 Each Party shall treat all Confidential Information belonging to the other Party as confidential and use the same degree of care to avoid disclosure of the other Party's Confidential Information as it employs with respect to its own confidential information or as may be reasonably expected of a party in the same industry, whichever is highest.

14.2 Neither Party shall not disclose any Confidential Information of the other Party without the prior written consent of such other Party.

15. CANCELLATION AND TERMINATION

15.1 FAB, at any time, by notice to the Supplier, may cancel this Agreement entirely or partially as it relates to the Goods and/or Services. In such event, FAB's sole liability shall be the reimbursement of the Supplier's reasonable costs directly and actually incurred in respect of the prior order of the Goods and/or Services upon receipt of written evidence of such costs by FAB.

15.2 FAB reserves the right to terminate this Agreement if the Supplier breaches any terms of this Agreement, including the Supplier's warranties, without any liability to the Supplier.

16. GENERAL

16.1 This Agreement cannot be amended without the Parties' prior written consent directly referencing the PO number and this Agreement.

16.2 The Supplier may not assign or subcontract any or all of its rights or obligations under this Agreement without the prior written consent of FAB. If FAB consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own. FAB shall be entitled to assign, novate or otherwise transfer this Agreement to any third party.

16.3 No one other than a Party and their permitted assignees shall have any right to enforce any of the terms of this Agreement.

16.4 In the event one or more of the provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16.5 This Agreement is governed by the laws of the Emirate of Abu Dhabi and the Federal Laws of the UAE as applicable therein. The Parties hereby submit to the exclusive jurisdiction of the Courts of the Emirate of Abu Dhabi.